



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

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March 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**EXECUTE AGREEMENT WITH UNIVERSITY OF CALIFORNIA, LOS ANGELES
TO DEVELOP COUNTYWIDE WEB-BASED ENERGY ATLAS
(3 VOTES) (ALL DISTRICTS)**

SUBJECT

Request approval to execute an agreement with the University of California, Los Angeles (UCLA) to develop an energy atlas to support countywide energy efficiency planning by local jurisdictions.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Internal Services Department (ISD) or his designee to execute a sole source Agreement with UCLA, in a form substantially similar to Attachment I, for UCLA to develop a Countywide Web-Based Energy Atlas, which will provide analyses of building data and energy consumption to assist local jurisdictions and other stakeholders in energy efficiency planning, at a maximum contract sum of \$700,000.
2. Delegate authority to the Director of ISD or his designee to approve any time extensions, modifications, or amendments to the Agreement, and execute all required documents with UCLA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 15, 2013, your Board authorized ISD to execute agreements totaling \$44.8 million from the California Public Utilities Commission (CPUC) to administer and implement programs throughout the southern California region on behalf of the Southern California Regional Energy Network (SoCalREN). As described in the January 2103 Board letter, ISD manages the SoCalREN, a multijurisdictional program created by the CPUC to administer regional energy initiatives. These

SoCalREN programs continue many of the successful energy programs previously implemented by ISD using American Recovery and Reinvestment Act (ARRA) grants acquired by ISD on behalf of the County and other jurisdictions throughout California beginning in 2010.

Under the SoCalREN programs' scope of work, sufficient funding is budgeted to continue the climate action and climate adaptation efforts initiated by the County and City of Los Angeles (City) ARRA grants, and managed by the Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC).

The Web-Based Energy Atlas will analyze energy consumption throughout the County based on a number of building-related characteristics obtained from publicly available sources. This analysis has never been done before. The project findings and results will be available in a web-based interactive format that local jurisdictions and other stakeholders will utilize in developing local and regional plans for reducing energy consumption. The Energy Atlas will be able to address issues such as:

- How much energy is consumed throughout the region and in sub-regions (cities, zip codes, census tracts)?
- How much energy is consumed by different building types and industry types (single-family residential, multi-family residential, small/medium/large commercial, public buildings [schools, government buildings, etc.], retail, office, etc.)?
- How much energy is consumed by individual building and industry types?
- What is the energy "intensity" in these categories of buildings (e.g., how much energy is consumed per square foot, per building occupant, per hours of operation, per average/peak temperature, per population, etc.)?
- What is the average energy consumption per building type? Where are building types that are above/below the average? What are the characteristics of buildings that are above/below the average [e.g., age, construction, location, population demographics, etc.]?
- What are the energy consumption and energy use intensity patterns over time (2005-2012) in buildings by type, industry, regions and sub-regions?
- What other statistics and information can inform Climate and Energy Action Plans that support the State's Assembly Bill (AB) 32 and Senate Bill (SB) 375 goals, and the State Attorney General direction on General Plan Updates and Climate Change?

Information will be provided over a web-based platform that allows for jurisdictional or regional "mapping" of energy use intensity, consumption and other energy metrics. In addition, the Web-Based Energy Atlas will contain a compilation of energy efficiency and other best practices which support coordinated, regional energy action planning.

No individual consumer data will be released as part of this program. All results and outputs will be aggregated to a level where individual building information will not be disclosed. UCLA has acquired individual building/account consumption data for Southern California Edison (SCE), Southern

California Gas Company (SCG) and Los Angeles Department of Water & Power (LADWP) pursuant to Non-Disclosure Agreements (NDA) to protect individual customer confidential information.

Previous Work and Sole Source Justification

Using County ARRA funding, ISD developed a study of region-wide greenhouse gas (GHG) baseline inventory and analysis using a variety of data, including high-level electric and natural gas utility consumption information and other publicly available demographic information. That study quantified 2010 energy consumption across the County and provided benchmarks for energy consumption by demographic criteria. The study was completed in June 2013 and distributed to the LARC for promotion to local jurisdictions as an energy program planning tool. However, the study was limited in the level of detail of data made available by the utilities (residential, non-residential, and by zip code only). The results of this study have identified areas for more in-depth analysis of consumption and building data under the Web-Based Energy Atlas project. Coordination with various stakeholders within the LARC on the development and use of the Web-Based Energy Atlas will be conducted by the LARC. UCLA is the fiscal sponsor and administrator of the LARC.

Using ARRA funding, the City contracted with UCLA to develop the “Mid-Century Warming in the Los Angeles Region” report, which is the first study to provide specific climate change predictions for the southern California region at neighborhood-specific levels. The report, a sophisticated regional climate study, was also promoted by the LARC as a tool for climate adaptation planning for all interested parties. Specific Web-Based Energy Atlas analyses will be informed by data and other information contained with the “Mid-Century Warming in the Los Angeles Region” report.

Under a California Energy Commission grant, UCLA worked with UC Davis, UC Berkeley and Arizona State University to develop modeling for predicting building energy consumption and GHG impacts on cities and regions. The modeling predicts energy consumption of buildings using publicly available data building, parcel and census data and will be refined using actual energy consumption data obtained from the CPUC. Establishing a model which predicts building energy consumption will assist a variety of stakeholders in assessing, developing and implementing building energy consumption reduction programs.

Development of the Web-Based Energy Atlas can only be accomplished by UCLA because it is the only entity that possesses building/account specific energy consumption information within the County for SCE, SCG, Los Angeles Department of Water & Power and other municipal utilities’ (cities of Long Beach, Glendale, Burbank, and Pasadena) customers. This data was acquired by UCLA during the past three years in order to support the project efforts described above. UCLA has also already acquired publicly available building, parcel and census information and configured their database to align all of this information with individual building/customer specific consumption information.

Implementation of Strategic Plan Goals

These actions support Goal 3, Community and Municipal Services, by providing a program that promotes energy efficiency and conservation, and enhances health and sustainable practices in the County.

FISCAL IMPACT/FINANCING

The Countywide Utilities Fiscal Year 2013-14 budget includes \$700,000 in funding that is identified for this purpose. All Web-Based Energy Atlas expenses will be reimbursed to ISD by SCE and SCG. No net County cost is required.

The Web-Based Energy Atlas project is anticipated to start in April 2014 and be completed in December 2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As described above, the County is administering a \$44.8 million SoCalREN energy program as authorized by the CPUC. SoCalREN program reimbursements are made to the County through a joint agreement between ISD, SCE and SCG which was executed in March of 2013.

CONTRACTING PROCESS

ISD notified your Board of our intent to negotiate a sole source agreement with UCLA per a memorandum sent on September 4, 2013 (Attachment II). ISD and UCLA required additional time to finalize the agreement largely due to detailed negotiations on contract provisions, including the ownership and licensure of the work product, and contractual provisions for indemnity and liability as discussed below.

The substantially completed agreement (Attachment I) has been negotiated by ISD and UCLA. County Counsel and CEO Risk Management have reviewed the draft and approved as to form. Because the proposed agreement is between two public entities, it contains a mutual indemnification clause, which does not increase the County's potential exposure. Nothing in the proposed agreement waives the County's statutory tort immunities or the government claims notice requirements.

If there are any significant changes or modifications to this draft agreement, we will return to your Board for further authorization. Otherwise, the Director of ISD or his designee will execute a sole source Agreement with UCLA in a form substantially similar to Attachment I.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services or projects.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return one stamped copy of the approved Board letter to the Director of ISD.

The Honorable Board of Supervisors

3/18/2014

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Respectfully submitted,

A handwritten signature in cursive script, appearing to read "JE Jones", written in dark ink on a light background.

JIM JONES

Director

JJ:HC:JC:dm

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel



AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
LOS ANGELES**

FOR

AN ENERGY ATLAS

This Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California ("County") and the Regents of the University of California, a public/state controlled institution of higher education, through its Los Angeles Campus ("Contractor"), for planning, development, implementation, and promotion of the an Energy Atlas.

RECITALS

WHEREAS, the Contractor holds and controls certain ratepayer data under a non-disclosure agreement with the California Public Utilities Commission;;

WHEREAS, the Parties desire under this Agreement to have the Contractor plan, develop, implement, and promote an Energy Atlas, a web-based tool to provide region-wide energy consumption patterns, greenhouse gas emissions characteristics, and climate action strategies for regional and local jurisdictions;

WHEREAS, funding for this Agreement and the Energy Atlas comes exclusively from ratepayer funds from Southern California Edison and Southern California Gas through the County's *2013-2014 Energy Efficiency Programs and Budgets Agreement*, authorized by the County's Board of Supervisors on January 15, 2013;

WHEREAS, this Agreement is therefore authorized under California *Government Code* Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has delegated authority to the Director of Internal Services Department, or his designee, to execute and administer this Agreement.

NOW THEREFORE, based upon the foregoing Recitals, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 This base document, along with Exhibits A through G2, attached hereto and listed below, collectively, form and are referred to herein as the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

- 1.1.1 EXHIBIT A - Statement of Work
- 1.1.2 EXHIBIT B - Contractor's Rates & Budgets
- 1.1.3 EXHIBIT C - CPUC-Contractor Non-Disclosure Agreement
- 1.1.4 EXHIBIT D - Contractor's EEO Certification
- 1.1.5 EXHIBIT E - Jury Service Ordinance
- 1.1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.1.7 EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.1.8 EXHIBIT G2 - Contractor Personnel Acknowledgement and Confidentiality Agreement

1.2 This base document and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous agreements, whether written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4 (Changes and Amendments) and signed by both Parties.

2.0 DEFINITIONS

The headings throughout this Agreement are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Commission / CPUC: Is the California Public Utilities Commission

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.3 County Program Director: Person designated by Director with authority to negotiate and recommend all changes on behalf of County and execute Amendments on and under this Agreement.

2.4 County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Agreement.

2.5 Day(s): Calendar day(s) unless otherwise specified.

2.6 Deliverable / Deliverables: Refers to the Project, and any goods, services, intellectual property, and/or intangibles that are components of the Project.

2.7 Department: Los Angeles County Internal Services Department

2.8 Director: Refers to the Director of the County's Internal Services Department or his designee.

2.9 Fiscal Year: The twelve-month period beginning July 1st and ending the following June 30th.

2.10 Maximum Contract Sum: Refers to the amount as set forth and defined in Section 5.1.

2.11 Notice to Proceed: Shall refer to the notification that the County may issue pursuant to Section 3.2 to expand the scope of Contractor's performance.

2.12 Parties / Party: County and Contractor are sometimes collectively referred to as the "Parties," and sometimes individually and interchangeable as a "Party."

2.13 Project: Shall refer to the interactive, web-based Energy Atlas and Climate Planning Wiki, as more particularly described in the SOW, that Contractor will design, implement, and maintain to improve energy efficiency and climate planning performance.

2.13 Intentionally Omitted

2.14 Statement of Work or SOW: Refers to *Exhibit A – Statement of Work* of this Agreement.

3.0 WORK

3.1 Subject to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Agreement, and in particular, in the Statement of Work.

3.2 Notwithstanding any provision of this Agreement to the contrary, Contractor's performance under this Agreement shall be limited geographically to Los Angeles County, unless and until the County issues a Notice to Proceed to expand the geographic scope.

4.0 TERM

4.1 This Agreement is effective as of January 1, 2014 (the "Effective Date"). This Agreement shall expire on December 31, 2014 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the option to extend the Agreement term for up to two additional one-year period and six month-to-month extensions, for a maximum total Agreement term of three years and six months. Each such option and extension shall be exercised at the sole discretion of the Director.

5.0 CONTRACT SUM

5.1 The Maximum Contract Sum payable by County to Contractor for accepted Deliverables under this Contract, inclusive of any applicable taxes, shall not exceed seven hundred thousand dollars (US\$ 700,000.00) (the "Maximum Contract Sum").

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.4 Invoices and Payments

5.4.1 For providing the Deliverables authorized pursuant to this Agreement, Contractor shall submit an invoice to the County, quarterly and in arrears.

5.4.2 Intentionally Omitted

5.4.3 Intentionally Omitted

5.4.4 All work performed by, and all invoices submitted by, Contractor must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Agreement shall be submitted to the address(es) set forth in Section 6.0 (Administration of Agreement - County).

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in this Agreement. Each invoice submitted by Contractor shall specify:

5.4.6.1 County's Agreement number;

5.4.6.2 Period of performance of work being invoiced;

5.4.6.3 Name(s) of persons who performed the work;

5.4.6.4 A description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and

5.4.6.5 The total amount of the invoice.

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses of personnel set forth in this Section 6.0..

6.1 County's Program Director

The County's Program Director for this Agreement is:

[TBD]

The County's Program Director has the authority to negotiate, recommend all changes to this Agreement in accordance with Sub-paragraph 8.4.3 (Changes and Amendments) hereof and to resolve disputes between the Department and Contractor.

6.2 County's Project Manager

The County's Project Manager is the County's primary contact person with respect to the day-to-day administration of this Agreement.

6.2.1 The responsibilities of the County's Project Manager include:

6.2.1.1 ensuring that the technical standards and task requirements articulated in this Agreement are satisfactorily complied with;

6.2.1.2 coordinating and monitoring the work of Contractor personnel and ensuring that this Agreement's objectives are met;

6.2.1.3 monitoring, evaluating and reporting Contractor performance and progress on performed hereunder;

6.2.1.4 coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel; and

6.2.1.5 providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County's Project Manager is not authorized to make any changes to Exhibit B, labor rates, dollar totals or periods of performance, or to the terms and conditions of this Agreement.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager for this Agreement is:

[TBD]

The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager is the approving authority for this Agreement and Agreement Amendments.

7.1.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis with respect to this Agreement.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County's Project Manager in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and agrees that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Intentionally Omitted

7.4 Contractor's Staff Identification

Contractor represents and warrants that none of its employees or personnel assigned to this Agreement will have access to any County facilities that requires a County identification badge.

7.5 Intentionally Omitted

7.6 Confidentiality

7.6.1 During the course of this Agreement, County may provide Contractor with certain information or material, including oral disclosure of information, which will be reduced to writing within thirty (30) days, which County has marked in writing or some other permanent form as "Confidential." Except as required by law, Contractor will receive and hold such information in confidence. This obligation will continue in effect for three (3) years after expiration or termination of the Agreement, unless a longer period is required by law.

7.6.2 Contractor will not consider information disclosed to it by County as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in Contractor's possession prior to County's disclosure as shown by written records; (3) is rightfully disclosed to Contractor by a third party; or (4) was independently developed by or for Contractor without reliance upon confidential information received from County.

7.6.3 The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations relating to confidentiality.

7.6.4 The Contractor shall inform all applicable officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.5 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," attached hereto as Exhibit G1.

7.6.6 The Contractor shall request each employee, sub-contractor, or other personnel performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Personnel Acknowledgment and Confidentiality Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of County (which consent may be withheld in County's sole discretion), and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which amendment must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against any claims the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. Notwithstanding the foregoing, however, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition shall constitute an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same hereunder by any entity other than the Contractor (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism), with or without consideration, for any reason whatsoever occurring without County's express prior written approval, shall constitute a material breach of the Agreement which shall entitle County, at its discretion, to terminate this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement on behalf of the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 Intentionally Omitted

8.4 CHANGES AND AMENDMENTS

8.4.1 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to unilaterally add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such

orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director. In the event Contractor does not sign the Amendment, the Contractor may not be considered for further work pursuant to the Agreement.

8.4.2 The Director may, at his/her sole discretion and without Contractor's consent, authorize extensions of the term as set forth in Section 4.0 hereof. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of the term, a written notification thereof shall be sent by the Director to the Contractor.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, insofar as the same or any of them are applicable, including but not limited to the data use requirements in California Civil Code section 1798.24(t)(1)-(4), and as they may be amended from time to time; and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 Contractor acknowledges and agrees that under Section 8.22 (Indemnification) it indemnifies the County against any liability resulting from Contractor's non-compliance with this Section 8.6.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made part of this Agreement.

8.8.2 Written Employee Jury Service Policy

8.8.2.1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-

month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all applicable conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, to the extent allowed by Contractor's personnel and bargaining unit agreements, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Debarment of Contractors

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.12.4.5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S CERTIFICATION OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor certifies that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 INTENTIONALLY OMITTED

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all persons performing work on its behalf under this Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor acknowledges and agrees that under Section 8.22 (Indemnification) it indemnifies the County against any liability resulting from Contractor's non-compliance with this Section 8.17.

8.18 INTENTIONALLY OMITTED

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act. Contractor acknowledges and agrees that under Section 8.22 (Indemnification) it indemnifies the County against any liability resulting from Contractor's non-compliance with this Section 8.19.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, internal laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the exclusive venue for any action brought hereunder shall be in the courts of the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 (Confidentiality) hereof.

8.22 INDEMNIFICATION

8.22.1 Each Party shall indemnify, defend, and hold harmless the other Party, including its respective officers, employees, and agents, from and against any and all liability, including but not limited to demands, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to this Agreement, but only to the extent that liability is caused by that indemnifying Party.

8.22.2 Each Party intends this Section 8.22 (Indemnification) to supersede and nullify the application, if any, of California *Government Code* sections 895.2 [joint and several liability] and 895.6 [pro rata contribution].

8.22.3 Nothing in this Agreement, whether expressly or by implication, shall constitute a waiver by either Party of any governmental immunities or claims requirements, including but not limited to those under California *Government Code* section 900 *et seq.*, all of which are hereby categorically reserved.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and upon the Effective Date and during the term of this Agreement and until all of its obligations pursuant to this Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage or a comparable program of self-insurance satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph 8.23.6 of this Agreement. These minimum insurance coverage terms types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Agreement, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance.

8.23.1.1 Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered, prior to commencing services under this Agreement, to:

Internal Services Department,
Contracting Division,
1100 Eastern Avenue, Los Angeles, CA, 90063

Or, to the County designee in Section 8.32 (Notices).

8.23.1.2 Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies and/or programs of self-insurance evidenced on the certificate of insurance or self-insurance;
- Include on the commercial general liability policy and/or self-insurance coverage that the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits:

Contractor shall report each of the following to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage and/or which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 30 days of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Nothing in Sections 8.23 and/or 8.24 is intended to or shall limit the Contractor's liability to the County as determined in a final order from a Court of proper jurisdiction for damages outside the policy limits or coverages.

8.25 INTENTIONALLY OMITTED

8.26 NONDISCRIMINATION

8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subcontractors, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.26 when so requested by the County.

8.26.7 If the County finds that any provisions of this Sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.26.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, it will be impracticable or extremely difficult to fix the extent of actual damages, and the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement. The parties agree that said amount is a reasonable estimate of such damages, and that the Contractor shall be liable to the County for liquidated damages in said amount.

8.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.28 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Program Director any dispute between the County and the Contractor regarding the performance of services pursuant to this Agreement. If the County's Program Director is not able to resolve the dispute, the Director shall resolve it.

8.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties as identified in Sections 6.1 and 7.1.. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, no bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

Upon receipt by either Party of a request for disclosure under the California Public Records Act for documents related to this Agreement, each Party will promptly notify the other Party of such request and provide a copy of such request. Each Party agrees to provide the other Party an opportunity to object to the release of any record that the other Party contends is protected from disclosure under the Public Records Act prior to release of any such record. If a Party is required to defend an action on a Public Records Act due to the other Party's demand for nondisclosure, then the other Party acknowledges and agrees that under Section 8.22 (Indemnification), it shall indemnify against any liability.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's desire to identify its services and related clients, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.36.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.2 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.36.4 If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Agreement may not be subcontracted by the Contractor for time-and-materials Agreements. For fixed-price-per-deliverable Agreements, the requirements of this Agreement may be subcontracted by the Contractor with the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County shall constitute a material breach of this Agreement entitling the County to immediately terminate said Agreement.

8.38.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract, incorporating this Agreement by reference and including the following statement by the subcontractor: "Subcontractor agrees to be bound by and perform all terms and conditions applicable to Contractor under the Agreement.";
- Other pertinent information and/or certifications requested by the County.

8.38.3 Contractor acknowledges and agrees that under Section 8.22 (Indemnification) it indemnifies the County against any liability resulting from Contractor's non-compliance with this Section 8.38.

8.38.4 The Contractor shall remain fully responsible for all work, services, performance, and deliverables required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.38.5 The County's consent to any proposed subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible for notifying its subcontractors of this County right.

8.38.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.38.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.38.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to Internal Services Department, Contracting Division, 1100 Eastern Avenue, Los Angeles, CA, 90063, before any subcontractor employee may perform any work hereunder.

8.39 TERMINATION FOR BREACH OF CERTIFICATION TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Certification of Adherence to County's Child Support Compliance Program, shall constitute a material default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.41 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.40 TERMINATION FOR CONVENIENCE

8.40.1 County may, by 30 day advance written notice to Contractor, terminate this Agreement, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no fewer than ten days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41 TERMINATION FOR DEFAULT

8.41.1 Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement, if:

- The other Party has materially breached this Agreement;
- The other Party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement issued hereunder; or
- The other Party fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the Party issuing notice under this Section 8.41.1 may authorize in writing) after receipt of written notice specifying such failure.

8.41.2 The rights and remedies of the County provided in this Section 8.41 shall not be exclusive and are in addition to any and all other rights and remedies provided under this Agreement, at law, and/or in equity.

8.42 TERMINATION FOR IMPROPER CONSIDERATION

8.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.43 TERMINATION FOR INSOLVENCY

8.43.1 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a receiver or trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying Firm (as defined in County Code Section 2.160.010) retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying Firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

8.45.1 Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds

are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.45.2 The Parties acknowledge that the funding for this Agreement comes exclusively from ratepayer funds from Southern California Edison and Southern California Gas through the County's *2013-2014 Energy Efficiency Programs and Budgets Agreement*, authorized by the County's Board of Supervisors on January 15, 2013 (the "2013-2014 Programs Agreement").

8.45.3 Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement except to the extent that funds are available for this Agreement through the 2013-2014 Programs Agreement. Further, the County shall have no obligation to the Contractor to the extent that 2013-2014 Programs Agreement funds are disallowed through no fault of the County.

8.46 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from any amounts due Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 All intellectual property rights (including copyright, patent, and trademark) to Deliverables authored or created by any Contractor are solely owned by Contractor.

9.2.2 Contractor hereby grants individually to the County, to Southern California Gas, and to Southern California Edison (pursuant to Section 10.1 of the *2013-2014 Programs Agreement*) a permanent and irrevocable, royalty-free, non-exclusive license to use its Developments for the purposes of implementing, maintaining, or monitoring the Programs, and shall execute such other documents as may be necessary or desirable to perfect such grant.

9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.3.1 Contractor acknowledges and agrees that under Section 8.22 (Indemnification) it indemnifies the County against any liability resulting from infringement of third-party intellectual property rights arising from or related to this Agreement to the extent caused by Contractor.

9.3.2 Without limiting the indemnity under Section 9.3.1, if any Deliverable, or part thereof, becomes the subject of any demand, claim, complaint, or proceeding alleging infringement or unauthorized use or disclosure, such that County's continued use of such is formally restrained, enjoined, or subjected to a risk of damages, then Contractor, at its sole expense, and providing that County's continued use of the Project is not materially impeded, shall either:

9.3.2.1 Procure for County all rights to continued use of the questioned Deliverable; or

9.3.2.2 Replace the questioned Deliverable with a non-questioned and non-infringing item; or

9.3.2.3 Modify the questioned Deliverable so that it is free and clear of all claims.

9.3.3 Without limiting the indemnity under Section 9.3.1, Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned Deliverable, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned Deliverable was not designed nor intended.

--END OF BASE DOCUMENT--

AUTHORIZATION & SIGNATURE PAGE

ENERGY ATLAS AGREEMENT

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Director, and Contractor has caused this Agreement to be executed on its behalf by duly authorized officers, this _____ day of _____, 2014.

COUNTY OF LOS ANGELES

By _____
Director
Internal Services Department

CONTRACTOR

The Regents of the University of California, a public/state controlled institution of higher education, through its Los Angeles Campus

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel

Exhibit 1 – Statement of Work

Interactive Web-based Energy Atlas to Improve Clean Energy Resource, Climate Planning and Performance for Los Angeles County

1.0 Project Rationale

The County has committed to aggressive sustainability goals and is a demonstrated leader in clean energy and climate action implementation. Despite the County's many successes in this arena over the last decade, it continues to encounter two basic challenges. First, the size and diversity of the County make coordinated and collaborative action with other jurisdictions and stakeholders more challenging. Second, limited economic, technological and knowledge resources (particularly among the smaller cities) hamper its ability to respond efficiently and effectively to the complex and interrelated issues of clean energy resource implementation and climate change action. To assist the County with these challenges, Contractor will design, implement, and maintain an interactive web-based Energy Atlas as described herein.

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor, is solely and exclusively responsible for the design, implementation, and maintenance of the Project under this Agreement, including achieving all Project Goals (Section 2.0) and Project Outcomes (Section 3.0) and performing and completing all Project Tasks (Section 5.0).

Without limiting the foregoing, Contractor may seek input from various regional stakeholders for this Project, including the Los Angeles Regional Collaborative for Climate Action and Sustainability ("LARC") and its California Center for Sustainable Communities at UCLA ("CCSC").

This Project will combine 1) rigorous analysis of granular energy consumption data (including historical, individual building consumption patterns and other publicly available data), 2) analysis of region-specific clean energy and climate planning best practices and 3) state of the art GIS and web-based technologies and culminate in a sophisticated, yet easy-to-use web-based Energy Atlas¹.

This tool will provide users with detailed information about County energy consumption, greenhouse gas emissions ("GHGs") and climate action strategies while protecting privacy; enable the Parties to share plans and information developed at the regional level with local actors; serve as an interactive platform and data clearinghouse for local governments to coordinate municipal climate

¹ For an example of an interactive mapping product, see:
<http://sustainablecommunities.environment.ucla.edu/maproom/index.html>

action efforts; and inform clean energy and climate action plans across the County and beyond.

2.0 Project Goals

Contractor will ensure that the Project will address and meet each of the following goals:

2.1

Assist local governments in consolidating and coordinating individual climate action and clean energy planning and implementation efforts occurring across the region by providing County-wide climate and energy usage data.

2.2

Assist individual local governments in improving climate action and clean energy planning efforts by providing analytics tailored to specific geographies within the County (e.g. Cities or COGs).

2.3

Create County-specific strategies, programs, and action plans by directly connecting energy consumption, intensity and other usage patterns to best practices that implement clean energy and reduce consumption and GHGs.

3.0 Project Outcomes

Contractor shall design, implement, and maintain the following discrete Project Outcomes:

3.1

Interactive Web-based Energy Atlas

As detailed throughout this Statement of Work, the Energy Atlas is a web-based application that decision-makers and members of the public can use to understand Countywide building energy consumption and GHG patterns and characteristics over time and space.

More specifically, users will be able to tailor their experience to gain the specific information they need by viewing a series of interactive maps, charts and graphs. For example, if they were interested in learning about electricity and natural gas usage throughout the South Bay, they could conduct a search and pull up a map depicting such usage within the South Bay Council of Governments territory.² Further, they could see how energy consumption changes across the

² This example is illustrative of the type of functionality possible with such a tool; exact functionality will be determined after a series of stakeholder meetings and discussions on feasibility with the technical team.

seasons and years. They could also zoom in to see more specific land use and other area-specific characteristics. They could hit a button to pull up the region's full profile, which could include:

- Energy and GHG consumption trends from 2005-2011/12
- Breakdown of energy consumption/GHG by building types (e.g. schools, multi-family, office etc.)
- Breakdown of energy consumption/GHG by industry type (due to privacy this may have to be a Countywide breakdown for some industries)
- Range of average energy consumption by industry sector and between industry sector
- Residential energy consumption/GHG per capita
- Residential energy consumption/GHG per square foot (by building type)
- Residential energy consumption/GHG per capita income
- Other statistics and information stakeholders (such as the County, Regional Energy Networks, LARC members, etc.) consider valuable

Below is a list of existing websites that possess some of the desired components of the Energy Atlas. Please note that none of these examples offer a complete representation of the Energy Atlas concept. Contractor will work in conjunction with stakeholders to ensure that the tool is developed in a way that maximizes utility. As such, Contractor will need to determine the ultimate scope and functionality of the Energy Atlas:

- CCSC's Los Angeles City Electricity Consumption Map: <http://sustainablecommunities.environment.ucla.edu/map/>
- The Columbia Fu Foundation School of Engineering and Applied Science's "Model Created to Map Energy Use in NYC Buildings": <http://engineering.columbia.edu/model-created-map-energy-use-nyc-buildings>
- Cultivate Los Angeles' "comprehensive and interactive map of urban agriculture projects in Los Angeles County": <https://whippet.ats.ucla.edu/up206b/groups/uala/>
- Inhabitat.com's, a "weblog devoted to the future of design, tracking the innovations in technology, practices and materials that are pushing architecture and home design towards a smarter and more sustainable future,"
- Hestia Project, which maps the carbon emissions of U.S. Cities street-street: <http://inhabitat.com/the-hestia-project-maps-carbon-emissions-of-us-cities-down-to-street-level/>

A Note Regarding Privacy: The Contractor has acquired individual consumption data, the raw data around which the Energy Atlas will be built, from the California Public

Utilities Commission (“CPUC”) and other municipal utilities. Contractor has executed non-disclosure agreements with those data providers to ensure individual information remains confidential. Contractor will ensure that the Project Outcomes will not reveal individual consumer information and will be presented under guidelines adopted by the CPUC which govern the public release of consumption information by the State’s investor-owned utilities.

3.2

Climate Planning Wiki

Two of the fundamental weaknesses inherent to best practices documents are that they 1) become quickly outdated and 2) do not have a platform upon which to build communications and collaboration among users. Contractor will overcome both of these challenges by developing a platform that is dynamic, continually updated and has built within it a means for users to interact and collaborate. Contractor has previously created a “transit wiki,” which offers a rough example for what the Climate Planning Wiki will look like.³

4.0 Project Methodology

Contractor will conduct geography-specific energy and GHG baseline analysis using granular energy data (from 2006-2011), building characteristic data, socio-demographic data, and climate data. The exact geographic scale of the analysis is flexible (e.g. City, Council District, Supervisorial District, etc.). Contractor will work with County staff and the LARC Steering Committee to decide the most informative scale for decision-making. The analysis will be communicated through a series of maps, reports and other visual communication tools. Contractor will host workshops and education seminars across the County to disseminate its findings and to train local government staff and/or stakeholders to use the tools.

5.0 Project Tasks

The Project is comprised of four tasks: Task 1) Building Energy Baselines, Task 2) Analyzing and Assessing County-specific Energy and Climate Best Practices and Task 3) Creating Communications and Outreach Materials. Each of these is described in detail below. Note that Contractors shall present tasks 1)-2) through the Project Outcome mechanisms discussed in Section 3.0, namely, the Interactive Web-based Energy Atlas and the Climate Planning Wiki.

5.1

Task 1) Building Energy Baselines

Contractor will develop a suite of interrelated products that describe and assess Countywide building energy from 2006-2011. Using ground-up data, the analysis will show energy consumption by the most relevant variables for decision-making,

³ http://www.transitwiki.org/TransitWiki/index.php?title=Main_Page

for example by land use types, rate classes, and/or climate zone. In addition, these products will demonstrate the relationships between energy use, socio-demographic and building characteristics. As Follows:

Not-to-Exceed Cost: \$335,727

5.1.1

A Snapshot of County Building Energy and GHG Usage

- Total energy/GHG by rate class and building type
- Total energy/GHG by city
- Total energy/GHG per capita
- Total energy/GHG by income class
- Total energy/GHG by climate zone
- Trends in energy and GHG Emissions

5.1.2

A Map or Other Visual Representation of Total Building Energy Consumption and GHGs by City

- By rate class, building type, and climate zone
- Based on raw consumption data, but shown as average metrics to protect customer privacy

5.1.3

A Ranking of Factors that Drive Energy Use

It is widely understood that multiple related factors impact energy usage. These include, income (for residential consumption), population, building type, building square footage and industrial classification (i.e. commercial use). What is less understood is the strength of the relationship between energy usage and each of these factors. For example, it is unclear how much the factor of weather relates to high levels of energy use as compared to other factors such as building square footage and income.

The Contractor will conduct statistical analysis using longitudinal multivariate regression techniques to determine the strength of correlations between various factors and energy use. Contractor will deliver the analysis in a set of ranked metrics and summary reports. Example variables may include:

- Square foot of building space by type (e.g. single family residential, multi-family residential, warehouse, industrial, commercial, etc.)
- Population (residential only)
- Income (residential only)
- Building age
- Weather
- Race/ethnicity
- Education
- Building orientation and slope

- Building materials

5.1.4

Commercial and Industrial Analysis

Contractor will link address-based energy consumption data to industrial classifications to make comparisons of energy use between and within economic sectors. This analysis will enable cities to target energy efficiency dollars where they will have the largest impact and inform their economic development plans.

The analysis may show:

- Variation and spread of energy use between like industries (e.g. glass manufacturers in Long Beach)
- Variation and spread of energy use between different industries (e.g. all manufacturing in Long Beach)

5.1.5

List of Metrics/Statistics by City (or other geographic region)

To ensure that the analysis is in a form most relevant to decision-makers, Contractor will create a series of city-based (or other geographic regions) profiles, maps and metrics. Contractor will tailor the metrics in concert with County staff after careful analysis of the data, but are likely to be similar to the Countywide snapshot discussed in 5.1.1:

- Total energy/GHGs by rate class
- Total energy/GHGs by city
- Total energy/GHGs per capita
- Total energy/GHGs by income class
- Total energy/GHGs by climate zone
- Total energy/GHGs by industrial classification (except where privacy bars this)
- Relevant trends in energy and GHGs (upon conducting the analysis, Contractor will determine the most relevant trends in energy and GHG)

5.2

Task 2) Analyzing and Assessing Building Energy Best Practices

Contractor will compile and assess best practices relevant to the region in building energy . This information can be used to spread best practices to areas that are still in the process of improving their policies and programs.

Not-to-Exceed Cost: \$124,032

5.2.1

Definition of Criteria for Inclusion

Contractor, either individually or through collaboration with LARC and/or with assistance from The Energy Coalition or other County selected contractor will

develop a list of criteria for determining what is considered a best practice and should thus be included in the assessment. Sample criteria include economic efficiency, environmental benefit and replicability.

5.2.2

Compilation and Assessment of Energy Best Practices

Contractor, either individually or through collaboration with LARC and/or The Energy Coalition or other County selected contractor, will assess policies from the inventory of Countywide Clean Energy Policies and develop a list of best practices relevant to the County. These will include best practices for both buildings and infrastructure that use electricity, natural gas, or derivative products. Rather than taking a normative or binary approach, wherein practices are either considered “best” or “rest”, the team will rank policies on each criteria, with the highest-scoring policies being considered “best.” Such a ranking system will allow stakeholders outside of the research team to identify policies that may be strong along some criteria, but weaker on others.

5.2.3

Analysis and Ranking of Clean Energy and Energy Efficiency Codes

Critical to the future success of efficiency programs in Los Angeles is developing and enforcing reach codes. Contractor will thus conduct a survey of clean energy and energy efficiency codes in California,

5.2.4

Mapping the Strategies

Contractor will create maps that show where strategies are occurring across the region.

5.3

Creating Outreach and Communications Materials

Key to making this analysis relevant is 1) delivering it in an understandable and user-friendly format and 2) informing and educating the most likely users of the information of its existence. Contractor will ensure these goals are met by: 1) creating the aforementioned Energy Atlas, 2) by hosting a daylong series of workshops for city staff, environmental NGOs and other stakeholders, and 3) by distributing the findings through the popular press and in a series of short policy briefs.

Not-to-Exceed Cost: \$240,241

5.3.1

Interactive Website

Contractor will create the Los Angeles Climate Network (“the Network”) which will be a MediaWiki-based platform for information sharing around climate policy and planning issues. Juan Matute’s current project, TransitWiki.org, provides an example of the scale and scope of policy and planning information possible on such

a site. Built on the same free software as the popular website Wikipedia, the Network will be familiar and accessible to both visitors and contributors. As such, the Network will help facilitate the identification and transfer of best practices between local governments, and between academia and practitioners.

The Network will initially feature products from other research, from this Project and other projects, including the compendium of best practices, local and regional policies, plans and other documents related to climate action and sustainability. Over time, the network will evolve to include content contributed by LARC members and other stakeholders working on local and regional climate action.

The Network will also link to the Energy Atlas, a publicly available website that and will include the latest in design and information technologies including interactive maps, static maps, 3-D maps and movie-type visuals.

5.3.2

Educational Workshops

Contractor will host a daylong workshop for planners, policy-makers and other stakeholders. During the workshop, Contractor will present findings of the analysis and conduct user trainings. Contractor will also present information regarding recent energy and climate policy development and what they may mean for the County.

5.3.3

Targeted Communications Campaign

To ensure that this information gets into the hands of people who need it the most, Contractor will run a targeted communications campaign. This will include writing and distributing press releases, releasing information on twitter and other electronic media, as well as presenting at conferences, and writing and distributing short policy briefs about the findings and tools.

Project period: 01.01.14 - 12.31.14

		12 months	(months)		YEAR 1		
	Role	Rate	Effort				
Stephanie Pincetl	PI	\$ -	0.6	\$ -			
Zoe Elizabeth	Project Co-Director	\$ 6,007	8.0	\$ 48,056			
Juan Matutue	Researcher	\$ 6,603	3.25	\$ 21,460			
Kristen Holdsworth	Project Manager	\$ 4,583	12.00	\$ 55,000			
Robert Graham	Postdoc GIS Programmer	\$ 5,417	12.00	\$ 65,000			
Hannah Gustafson (Academic)	GSR GIS	\$ 3,393	1.60	\$ 5,429			40%
Hannah Gustafson (Summer)	GSR GIS	\$ 3,393	2.40	\$ 8,143			100%
TBN GSR Data (Academic)	GSR Data	\$ 3,393	3.20	\$ 10,858			40%
TBN GSR Data (Summer)	GSR Data	\$ 3,393	2.40	\$ 8,143			100%
TBN- Academic	GSR Policy	\$ 3,393	4.50	\$ 15,269			50%
TBN - Academic	GSR BP #1	\$ 3,393	4.50	\$ 15,269			50%
TBN - Summer	GSR BP #1	\$ 3,393	2.40	\$ 8,143			100%
TBN - Academic	GSR BP #2	\$ 3,393	4.50	\$ 15,269			50%
TBN - Summer	GSR BP #2	\$ 3,393	2.40	\$ 8,143			100%
TBN- Academic	Work Study BP	\$ 960	3.00	\$ 2,880	\$11.03/hr @ 50%		
TBN-Summer	Work Study BP	\$ 960	3.00	\$ 2,880	\$11.03/hr @ 50%		
TOTAL SALARY				69.15	\$ 289,942		
Benefitis	Role	Rate		YEAR 1			
Stephanie Pincetl	PI			\$ -	PI		
Zoe Elizabeth	Project Co-Director	0.556		\$ 26,719	Project Co-Directo		
Juan Matutue	Researcher	0.383		\$ 8,219	Researcher		
Kristen Holdsworth	Project Manager	0.252		\$ 13,860	Project Manager		
Robert Graham	GIS Programmer	0.45		\$ 29,250	Postdoc GIS Progr		
Hannah Gustafson (Academic)	GSR GIS	0.013		\$ 71	GSR GIS		
Hannah Gustafson (Summer)	GSR GIS	0.03		\$ 244	GSR GIS		
TBN	GSR Data	0.013		\$ 141	GSR Data		
TBN	GSR Data	0.03		\$ 244	GSR Data		
TBN- Academic	GSR Policy	0.013		\$ 198	GSR Policy		
TBN - Academic	GSR BP #1	0.013		\$ 198	GSR BP #1		
TBN - Summer	GSR BP #1	0.03		\$ 244	GSR BP #1		
TBN - Academic	GSR BP #2	0.013		\$ 198	GSR BP #2		
TBN - Summer	GSR BP #2	0.013		\$ 106			
TBN- Academic	Work Study BP	0.013		\$ 37	GSR BP #2		
TBN - Summer	Work Study BP	0.030		\$ 86	Work Study BP		
TOTAL BENEFITS				\$ 79,815	Work Study BP		
Travel to Meetings within the region for five staff members				\$ 5,500			
TOTAL TRAVEL				\$ 5,500		\$ 146	
Materials/Supplies							
Workshop Supplies				\$ 20,000			
TOTAL MATERIALS/SUPPLIES				\$ 20,000			
Other							
TIF		\$ 35.42	69.15	\$ 2,449			
Data Storage				\$ 6,475			
Website				\$ 53,335			
Graphic Design				\$ 5,000			
OIT Consulting (Kawano)		\$ 72.39	320	\$ 23,165			
Data				\$ 15,000			
GSR Fees		\$ 4,943.21	12	\$ 59,319			
TOTAL OTHER				\$ 164,743			
TOTAL DIRECTS				\$ 560,000			
INDIRECTS @ 25.00%				\$ 140,000			
PROJECT TOTAL				\$ 700,000		\$ (0)	

AGREEMENT TO MAINTAIN CONFIDENTIALITY OF RECORDS OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION

BACKGROUND

The Regents of the University of California, on Behalf of its Los Angeles Campus, for its Institute of the Environment and Sustainability, California Center for Sustainable Communities ("UCLA") requests that staff of the California Public Utilities Commission ("CPUC") provide certain energy consumption data from Southern California Edison Company ("SCE"), and Southern California Gas Company ("SCG").

UCLA has requested access to this information and data in order to implement a study funded by the Public Interest Energy Program ("PIER") of the California Energy Commission ("CEC") to establish baselines of energy use in Los Angeles County using an urban metabolism research framework. Urban Metabolism is an approach to urban areas that quantifies the resource flows (including waste) that sustain urban areas, and the waste flows that are generated by the transformation of energy and use of materials in cities. This project aims to quantify energy use throughout Los Angeles County at a geographically granular level to better understand "who is using energy where to do what." The project will aggregate and average data to the Census Block Group, NAICS code or other level of aggregation necessary to protect customer identity and privacy.

The billing data will then be correlated with a number of factors: census information (income, ethnicity, size of household, education, age. . .), land use based on the Los Angeles County Parcel Assessor data (single family or multiple family residential, mixed use, commercial, industrial and institutional), climate (precipitation, temperature), and geographical location (aspect, slope and place in the region). This project will then analyze relationships among these factors to assist in informed policy making for efficiency, conservation and economic development programs of the regional cities, the county, and the utilities. It will provide the basis for more accurate GHG emissions inventories for local governments as well, currently impossible given the level of aggregation of energy data provided by SCE and SCG.

THE AGREEMENT

1. This agreement shall operate in accordance with (1) Government Code Section 6254.5, subdivision (e), which exempts from public disclosure under the California Public Records Act, confidential records that one state or local agency has provided to another state or local agency pursuant to an agreement that the latter will treat the disclosed records as confidential; and (2) University of California regulations for confidential designation, Section 2505(b) of Title 20 of the California Code of Regulations, which provides that when another federal, state, regional, or local agency possesses information pertinent to the University of California that has been designated by that agency as confidential under the California Public Records Act or the Freedom of Information Act, the University of California may request that information from the agency and, upon its

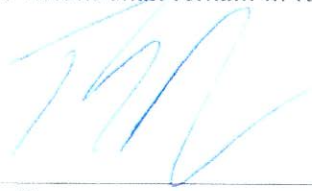
submission to the University, shall designate the information confidential without the need for an application for confidential designation.

2. This Agreement is limited to information and data at the address level by customer class, monthly and for 2006, 2007, 2008, 2009, 2010 identified in Attachment A, which is in the possession or control of the CPUC or its consultants and has been identified by SCE and SGC as being confidential pursuant to Public Utilities Code Section 583, and which has not been publicly disclosed or made available for public inspection by CPUC (hereinafter "Data").
3. The CPUC shall provide UCLA with access to the Data based on the understanding that the Data is needed by UCLA to implement CEC PIER-funded research on energy use in Los Angeles County.
4. UCLA agrees that the Data shall be released only to CCSC researchers involved in the PIER research project, and related National Science Foundation research authorized in writing by the UCLA CCSC Director to obtain the Data, and that the CCSC Director shall inform all CCSC researchers who have access to the Data that they are subject to the requirements of this agreement.
5. UCLA shall take all reasonable security precautions to keep confidential the Data provided by the CPUC under this agreement. UCLA shall notify the CPUC immediately upon the discovery of any unauthorized use or disclosure of the Data and will cooperate in every reasonable way to help the CPUC prevent further unauthorized disclosure or use of the Data.
6. UCLA and the CPUC may by mutual agreement provide for the public disclosure of the Data for the purposes of providing the public, local governmental agencies, the utilities, and the research community, detailed energy analysis of energy use patterns in Los Angeles County. UCLA agrees that it will only disclose Data at a sufficiently aggregated level such that no individual energy customer's identity will be revealed.
7. Nothing in this agreement shall prohibit the CCSC from using the Data in a confidential manner which does not open them to the public or make use of the information and data in an identifiable form.
8. The CPUC reserves its authority under Section 583 of the Public Utilities Code and other provisions of law to determine whether information and data provided by the CPUC under this agreement should be made available for public.
9. Public requests to UCLA for Data or orders by a court or administrative body of competent jurisdiction to produce such Data shall be handled consistent with this Section and subject to Section 1 of this Agreement. If UCLA receives a request or order for Data furnished by the CPUC, UCLA shall immediately inform so that the CPUC can, if necessary, in accord with Sections 311(g) and 583 of the Public Utilities Code, schedule and publicly notice its consideration of whether, in the CPUC's view, the records or any portion thereof, must remain confidential because: (1) disclosure is prohibited by law; (2) the records are subject to a specific privilege or exemption against disclosure and disclosure is not in the public interest; or 3) the public interest in the nondisclosure of the records clearly outweighs the public interest in disclosure.
10. Data Security: UCLA shall implement reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure.

11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
12. This agreement shall continue unless or until either party to the agreement determines that the agreement should be terminated, and the obligations of confidentiality herein shall extend for a period no less than five (5) years thereafter. Unless otherwise provided for by the written agreement of both the UCLA and the CPUC, unilateral termination of the agreement shall be effected no sooner than 20 days from the date either party provides written notice of its intent to terminate the agreement. Termination of this agreement shall not affect the obligation of UCLA to maintain the confidentiality of information and data provided pursuant to this agreement unless either the CPUC or a court of competent jurisdiction authorizes disclosure, or UCLA obtains the information and data by other means independent of the CPUC.
13. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.


Frank R. Lindh
General Counsel
California Public Utilities Commission

Nov. 8, 2012
Date


Brian Roe
Director, Intellectual Research and Material
Transfer
The Regents of the University of California,
on Behalf of its Los Angeles Campus

November 7, 2012
Date

ATTACHMENT A

REQUESTED INFORMATION AND DATA

The UCLA California Center for Sustainable Communities requests access to the following energy billing information from Southern California Edison and the Southern California Gas Company:

Gas and electricity use by

- a. Street Address
- b. City
- c. Zip code (9 digits)
- d. Customer class
- e. Monthly
- f. For each of the following years: 2006, 2007, 2008, 2009, 2010

CONFIDENTIALITY AND MATERIAL TRANSFER AGREEMENT

between

CITY OF LOS ANGELES Acting by and through the Department of Water and Power

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of the Institute of the Environment at its Los Angeles Campus

1. PARTIES:

The parties to this Confidentiality and Material Transfer Agreement are the City of Los Angeles acting by and through the Department of Water and Power ("DWP"), a municipal corporation of the State of California, and The Regents of the University of California on behalf of the Institute of the Environment at its Los Angeles Campus ("UCLA"), each individually, a "Party," and collectively, "Parties."

2. RECITALS:

It is the intent of DWP to provide UCLA with certain "Materials" (as defined in Exhibit A hereto) in support of academic research (see definition of the "Study" below) to be conducted at UCLA and it is the intent of the Parties that such Materials to be provided and used in accordance with the terms of this Agreement. The Materials may include, pursuant to Exhibit A, data provided to UCLA both before and after the Effective Date, in order to ensure uniform data handling of all data provided by DWP for the Study.

DWP and UCLA recognize that maintaining DWP customers' privacy and the forces of competition require that the confidentiality of information and those matters which UCLA and DWP possess as proprietary matters, must be maintained in order for both Parties to effectively compete in the marketplace. Further, both good utility practice and various provisions of California law require that customer privacy be maintained in the strictest confidence.

It is the intent of the Parties to this Agreement to maintain the confidentiality of such matters, items and information on the terms and conditions set forth herein in connection

with the study described in Exhibit B hereto (the "Study"), a research project to be carried out under the direction of UCLA researcher Stephanie Pincetl ("Principal Investigator").

3. DEFINITIONS:

(a) The term "Agreement" means this Confidentiality and Material Transfer Agreement between DWP and UCLA.

(b) "Confidential Information" means (1) the Materials; and (2) written information, including electronic copies, furnished by either Party, its directors, officers, employees, agents or representatives, including, without limitation, its attorneys, accountants, auditors, consultants, advisors and other professional consultants (collectively "representatives"), and all documents, including electronic copies, based in whole or in part concerning the Study, between DWP and UCLA. Confidential Information shall be clearly marked or otherwise adequately identified as Confidential Information by the originating Party at the time that it is given to the receiving Party. The information will remain the property of the originating Party. Notwithstanding the foregoing, the Materials and all DWP customer names and/or addresses (if any names or addresses are provided) as well as any individual customer's utility usage information shall be considered Confidential Information without the need for additional identification as such. Confidential Information shall not include information which (i) is disclosed with the prior written consent of the originating Party, (ii) at the time of disclosure is within the public domain through no breach of this Agreement by either Party, (iii) has been known or independently developed by and is currently in the possession of either Party prior to disclosure hereunder, (iv) was or is acquired by either from a third party who did not to the receiving Party's knowledge breach an obligation of confidentiality by disclosing it to either Party, (v) is disclosed to credit rating agencies or in official statements or other disclosure statements relating to the issuance of bonds, notes, commercial paper or other evidences of indebtedness under customary financial practices, or (vi) is required to be disclosed to comply with any applicable law, order, regulation or ruling or other legal requirement, including but not limited to, discovery requests, subpoenas, civil investigations or similar processes; provided, however, the receiving Party shall give the originating Party timely notice of any such disclosure

pursuant to these Sections. Both Parties recognize that the City of Los Angeles and UCLA are subject to the California Public Records Act, and that the City of Los Angeles is subject to the Ralph M. Brown Act.

(c) "Customer Information" means personal data that describes anything about an individual DWP customer, such as address, employment, financial transactions, and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. For purposes of this agreement, the only Customer Information that will be shared with UCLA is DWP water and electric usage data, as set forth in Exhibit A. Other than as specifically set forth in Exhibit A, the Parties do not generally contemplate the release of customers' names and personally identifying data through this Agreement. Any such release beyond that specified in Exhibit A of customer's names and personally identifying data must be agreed to between the Parties in writing, and through a customer waiver procedure to be approved by DWP which includes the customer's informed consent in writing. DWP is under no obligation to agree to any customer waiver procedure under this Agreement.

(d) "Materials" means that specific data listed in Exhibit A hereto, which may include, but shall not be limited to Confidential Information and/or Customer Information.

4. PERMITTED USES:

(a) Rights in Data. UCLA will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed or received by UCLA under this Agreement that is not subject to the limitations imposed upon the Materials, Confidential Information and/or Customer Information hereunder.

(b) Use of Confidential Information Other than the Materials. The receiving Party may only disclose Confidential Information which does not include the Materials (Non-Materials Customer Information) to those representatives of the receiving Party with a need to know such Non-Materials Confidential Information for purposes of this Agreement. Non-Materials Confidential Information will not be used for any purpose other than in the performance of the Study referred to above. Each Party shall take reasonable care to prevent its

representatives from unauthorized disclosure of the Non-Materials Confidential Information.

(c) Use of Customer Information. UCLA shall return all Customer Information to DWP upon completion or termination of the Study and shall not retain copies of any Customer Information. Provided, however, that DWP shall retain copies of all Customer Information that is provided to UCLA and returned to DWP by UCLA pursuant to this Agreement. Such copies shall be retained by DWP for a period of five (5) years following the expiration of this Agreement.

(d) Use of Materials. All usage of the Materials provided to UCLA hereunder will be used for the Study purposes contemplated under this Agreement and must comply with the data handling procedures in Exhibit C, as well as the customer data protection standards set forth in California Public Utilities Code Sections 394.4 and 8381. DWP and UCLA acknowledge and agree that, as between the Parties, UCLA's compliance with the procedures set forth in Exhibit C constitute compliance with the requirements of above-listed California Public Utilities Code sections. UCLA may retain the Materials beyond the termination of this Agreement provided UCLA is still using the Materials for Study purposes.

(e) UCLA will provide DWP planners, researchers and other personnel reasonable access to UCLA-created datasets and analyses (whether publicly available or through confidential databases or interfaces) to improve DWP's planning and provisioning of service to DWP's customers for so long as UCLA retains the Materials for Study purposes. In addition to the above, UCLA will endeavor to validate and provide the following water and energy data in a CSV (comma delimited) file format to LADWP:

- i. County Assessor Files – validate assessor parcel number for each water and power account; by using the County Assessor Files, assign building square footage, year built, effective year built and use code for each water and power account; present historical consumption use per square foot by use code.
- ii. Data Validation – validate the census tract and census block for each water and power account; validate NAICS code against County Assessor use code and where there is conflict, the NAICS code will be updated.

- iii. City Council Districts – the City Council Districts were redistricted in 2012; update each water and power account with the new City Council field based on the validated census tract.

5. NOTIFICATION OF DISCLOSURE OF CONFIDENTIAL INFORMATION:

If a Party is requested or required, pursuant to any applicable law, order, regulation or ruling, discovery request, subpoena, or similar process to disclose any of the Confidential Information received from the other Party, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure. Notwithstanding anything contained in this Agreement, each Party acknowledges and agrees that the other shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of its copying or releasing to a third party any Confidential Information pursuant to California Public Records Act, the Ralph M. Brown Act or other applicable law.

6. DISCLAIMER OF ACCURACY, COMPLETENESS:

Each Party acknowledges that although it has endeavored to include in the Confidential Information those materials that are believed to be reliable and relevant for the purpose of evaluation, neither Party nor its respective representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information, except as set forth in any separate agreement between the receiving Party and the originating Party. Each Party agrees that neither Party, nor its representatives, shall have any liability to the other Party or its representatives for use of the Confidential Information to evaluate the transaction referred to above.

7. NO LICENSE RIGHTS:

Supplying of Confidential Information and/or Materials shall not be considered to provide any license or proprietary rights, including any implied patent license.

8. REMEDIES:

If either Party becomes aware that it has made an unauthorized disclosure of the other Party's Confidential Information to a third party, the violating Party shall promptly take reasonable action to recover the improperly disclosed Confidential Information and promptly notify the Party whose data was improperly disclosed ("Injured Party") and will use reasonable efforts to provide information about the nature of the unauthorized disclosure and the corrective measures being taken. The Parties agree that monetary damages may be inadequate for any material breach involving an unauthorized disclosure when the Injured Party reasonably believes said breach will cause it to suffer significant business harm. If the Injured Party reasonably believes, based on the facts, it will suffer material harm from the unauthorized disclosure and the corrective measures being taken by the violating Party are inadequate to mitigate this harm, the Parties agree the Injured Party may be entitled to seek prompt injunctive relief. Both Parties' other legal and equitable remedies and defenses remain unchanged by this provision except that each Party specifically agrees that any damages that may be so awarded shall be limited to direct actual damages and in no event shall such damages include any indirect, consequential damages or punitive damages.

9. PUBLICATION:

UCLA will have the right, at its discretion, to release information or to publish any results arising from its performance hereunder. UCLA will furnish DWP with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication. DWP will hold such publication on a confidential basis and will not disclose the information to any third party without consent of UCLA. All inclusion of the Materials in such publication will comply with the data-handling procedures set forth in Section 4(d) of this Agreement. Upon written notification by DWP, UCLA agrees to delete any of DWP's Confidential Information or Customer Information. Neither Party will use the name, trade name, trademark or other designation of the other Party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other Party.

10. GOVERNING LAW:

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

11. VENUE:

All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

12. COMPLETE AGREEMENT:

The agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto. This Agreement may not be modified or amended, except by a writing signed by both Parties hereto. This Agreement shall be effective as of the date of the last signature hereto (the "Effective Date").

13. WAIVER:

No waiver of this Agreement, or any of the terms or provisions hereof, shall be binding upon either Party hereto unless confirmed in writing. No waiver by either Party hereto of any term or provision of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or provision to exercise any right or remedy in the event of any other default, whether or not similar.

14. ASSIGNMENT:

Neither UCLA nor DWP may assign or transfer its rights or obligations hereunder nor any interest therein, in whole or in part, without the prior written consent of the other Party and any attempt to so assign or transfer without such consent shall be null and void and of no force or effect.

15. TERM:

The term of this Agreement shall be for a period of one year from the Effective Date.

16. SURVIVAL:

Sections 4, 5 and 8 and Exhibit C of this Agreement shall survive the expiration of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS HERETO, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

Date: _____

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

NOV 27 2012
BY [Signature]
LONNIE ELDRIDGE
DEPUTY CITY ATTORNEY

CITY OF LOS ANGELES acting by and through
the DEPARTMENT OF WATER AND POWER

By: [Signature]

Name: RONALD O. NICHOLS

Title: GENERAL MANAGER

Date: November 21, 2012

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA ON BEHALF OF THE INSTITUTE
OF THE ENVIRONMENT AT ITS CAMPUS AT
LOS ANGELES

By: [Signature]

Name: Brian Roe

Title: Director

READ AND ACKNOWLEDGED:

Date: 21 November 2012

By: [Signature]

Name: Stephanie S. Pincetl

Title: Principal Investigator

EXHIBIT A

Materials Description

1) To be provided after the Effective Date:

- a) Data for DWP electric service customers (residential, commercial, industrial, institutional, etc.) corresponding to energy usage occurring from January 1, 2006 through July 1, 2012 organized according to service address including nine (9)-digit zip (zip + 4) codes, or otherwise organized pursuant to a method mutually acceptable to both Parties in writing.
- b) Data for DWP water service customers (residential, commercial, industrial, institutional, etc.) corresponding to water usage occurring from January 1, 2006 through July 1, 2012 organized according to service address including nine (9)-digit zip (zip + 4) codes, or otherwise organized pursuant to a method mutually acceptable to both Parties in writing.

Data for both a) and b) above will be provided in electronic format and include the following information:

- Account number
- Address
- Consumption – electric and water
- Class code
- Zone
- APN from County Assessor
- NAICS
- Census Tract/Block FIPS
- Latitude and Longitude
- Lifeline and Low Income (as needed for special study)

2) Provided by DWP to UCLA before the Effective Date and retroactively subject to the terms of this Agreement, pursuant to the assent of the Parties:

- a) Data related to DWP water service customers corresponding to water usage from January 1, 2000 through December 31, 2009, organized according to nine (9)-digit zip (zip + 4) codes. Such data was previously provided to UCLA from 2010-2011, which includes but is not limited to any data provided under that certain Confidentiality and Material Transfer Agreement between the Parties with an effective date of April 5, 2010.
- b) Data related to DWP electric service customers was previously provided to UCLA on or about December 2010.

EXHIBIT B

Study Summary

A) Dynamics of Urban Ecosystem Services and their Relationship to Ecohydrology: Exploratory Study for a Los Angeles Urban Long-Term Research Area (LA-ULTRA)

Project Summary: This research project aims to understand water management and water consumption associated with the urban forest and outdoor landscaping in the city of Los Angeles, CA. Ecosystem services derived from water and vegetation support human well-being, including economic productivity, environmental quality, and processes that are important for human life. Yet in the urban environment, the magnitude, patterns, and processes of ecosystem services are poorly understood and their management may have costs and “disservices” that cause other environmental problems or unanticipated socioeconomic impacts. For example, while urban forests can mitigate stormwater flows, remove pollutants, and cool the urban environment, they also have costs, such as high water requirements, and are often complex and costly for cities to create, maintain, and protect. Los Angeles is a semi-arid region, however urbanization has created a highly mesic urban ecosystem through use of irrigation. The region is anticipated to experience less rainfall and higher temperatures with climate change, while experiencing continued population growth. Only 15% of the city’s water supply comes from local water sources. In the face of a current water shortage, decision-makers, thus far, have responded by raising water rates and restricting residential landscape watering. Ongoing research by several of the co-PIs reveals the high water consumption of the city’s urban forest – an ecosystem service that also contributes substantially to cooling. This implies potentially complex trade-offs as water resources become scarcer. We propose a coupled socio-ecohydrological exploratory project that will address the following questions: (1) What is the institutional framework for water management in the city of Los Angeles? (2) What is the magnitude and variability of landscape water use in the city? (3) What is the spatial distribution of urban vegetation, and how does it relate to landscape water use and to sociodemographic differences? (4) What ecosystem services are supported by landscape water use?

Intellectual Merit: This research addresses critical uncertainties in the study of ecosystem services. We will examine both biophysical and human institutional dimensions of ecosystem services, including both benefits and impacts, with an emphasis on the interactions between ecosystem services, ecohydrology, and institutions. Currently, the water balance of irrigated cities and its relationship to water availability and distribution is very poorly understood. To address these issues we have created an interdisciplinary team of biologists, hydrologists, ecologists, geographers, and urban planners who will address the interactions of this complex human-ecohydrologic system. Our long-term goal is to integrate ecohydrology into a comprehensive understanding of ecosystem services, disservices, and their interactions with the human dimension of institutional management and organizational structure in the broader Los Angeles region, from the ocean to the surrounding public lands.

Broader Impacts: None of the Los Angeles regional water agencies, nor many across the country, currently have data about landscape water use, nor the spatial distribution of vegetation and potential socioeconomic differences. We will work with the regional water utilities to quantify landscape water use by ZIP code and census district. Non-profit agencies in the region that are devoted to restoring local river watersheds, and improving water use, including implementation of nature's services infrastructure will be informed of our findings. We will collaborate in annual public seminars with these non-profits and with additional groups that are addressing watershed health and runoff (intimately related to urban landscaping and water consumption (see letters of support)). This proposal will also support the interdisciplinary education of STEM undergraduate and graduate students at UCLA and provide comprehensive mentoring for a post-doctoral scholar in the various disciplines associated with the proposed project.

B) Methodology to Develop Regional Energy Baselines for California's Regions

Project Summary: This public interest research project develops standardized urban metabolism accounting methodologies to quantify energy, water, materials, and waste flows into and out of urban regions. These methodologies quantify the direct and life-cycle energy and water inputs, as well as solid, liquid, and air outputs, consumed and generated by buildings, transportation systems, and economic activity in a spatially explicit manner. This project also develops a set of outcome indicators that stakeholders can use to assess the socio-economic outcomes associated with regional energy and water use at different geographic scales. These outcome indicators will enable stakeholders to better target reduction policies and mitigate impacts based on how, where, and why energy and water are being used. Finally, this project pilots accounting methods in Los Angeles County to develop a regional "energy baseline" to quantify the effect land use has on energy and water systems and update existing modeling decision-support tools to improve the integration of energy and water resource considerations into future planning and development efforts.

Intellectual Merit: Inefficient patterns of travel, building construction, and development have led to high energy and water use, environmental and human health degradation, and economic inefficiencies at the individual, regional, and state level. Assessments to create more sustainable communities have become increasingly important for regions and cities as they develop and implement land use and transportation policies designed to reduce energy and water consumption and associated negative impacts. There is currently no set of integrated tools and methods to analyze and establish baselines of energy, water, and materials flows for California's metropolitan regions. New methodologies and data are needed to establish baselines of existing energy and water profiles in order to establish, measure, and track progress toward sustainability goals, to examine the comprehensive impacts of multiple and interacting policies on land use and infrastructure investments, and to guide future land use, infrastructure, fiscal, and other decisions that make explicit trade-offs between energy, environmental, and socio-economic policy goals and regulations.

Broader Impacts: In addition to the motivations for this research project described above, the database of energy consumption, water consumption, socio-economic characteristics, and built environment characteristics being developed by researchers for regional energy baseline assessment will help LADWP to create ground-up forecasting methods to help ensure efficient and effective future operations.

EXHIBIT C

UCLA Confidentiality Measures

All data provided to UCLA is kept on a secure computer, password protected to 3 staff researchers, and the computer is kept in a locked office. The computer is also locked to the desk.

UCLA is engaged in a process to receive data from other water agencies and the Independently Owned Utilities and are developing a uniform method for ensuring customer confidentiality and data analysis based on the Public Utilities Commission confidentiality standards.

All data will be aggregated in such a way to ensure that results and findings can never be reversed engineered to disclose an individual customer's consumption. UCLA will use a combination of highly sophisticated computer modeling and statistical analysis to ensure the data is treated with the utmost sensitivity, as well as practices of good common sense. Specifically, the research team has developed an initial set of three options for data aggregation and analysis, each of which completely protects customer privacy. These are, geographic aggregation, averaging data and omitting large users. Each of these initial options is outlined below.

1. Geographic aggregation: Researchers aggregate data into geographic areas (e.g. census tracts or computer generated polygons) that contain at least fifteen customers and in which no one customer uses more than 15% of total energy. These parameters correlate to the 15/15 guideline developed by the California Public Utilities Commission. In discussions with the Commission they stated that this guideline is not a rule that users must follow, but rather offers one option for protecting privacy. It is considered a highly conservative way to protect privacy and thus one researchers would employ to maintain the utmost integrity and security of the findings.
2. Average data: Researchers display data on average use in that geographic area or particular class of customer.
3. Omitting large users: Researcher omit the electricity use of large users in any one geographic area to avoid any potential breaches of confidentiality. For example, if a large plant in one census block uses 50% of the electricity in that area, researchers would not use the data DWP provided for that customer.

Researchers may use a combination of these types of protocols and possibly others, but in no instance will any protocol utilize the data such that individual customers could be identified, and in no instance will any protocol used be less protective of customer privacy than the above-provided protocol. Researchers will use the protocol that is most appropriate to answer specific research questions while fully protecting confidentiality.



JIM JONES
Acting Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2103
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

September 4, 2013

To: Each Supervisor

From: Jim Jones
Acting Director 

Subject: **NOTICE OF INTENT TO ENTER INTO NEGOTIATIONS FOR SOLE SOURCE AGREEMENT WITH UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) FOR DEVELOPMENT OF AN INTERACTIVE, WEB-BASED ENERGY ATLAS TO IMPROVE REGION-WIDE ENERGY EFFICIENCY AND CLIMATE PLANNING**

This is to notify your Board that the Internal Services Department (ISD) intends to enter into sole source negotiations for an agreement with UCLA to develop a tool which will provide region-wide energy consumption patterns, greenhouse gas emissions characteristics and climate action strategies for regional and local jurisdictions – the Web-Based Energy Atlas (Atlas).

BACKGROUND

On January 15, 2013 your Board authorized ISD to execute agreements totaling \$44.8 million from the California Public Utilities Commission (CPUC) to administer and implement programs throughout the southern California region on behalf of the Southern California Regional Energy Network (SoCalREN).

The SoCalREN programs' scope of work continued many of the successful energy programs implemented by ISD using American Recovery and Reinvestment Act (ARRA) grants, which were acquired by ISD on behalf of the County and other jurisdictions throughout California.

Using Los Angeles County (County) ARRA funding, ISD developed a region-wide greenhouse gas (GHG) baseline inventory and analysis using a variety of data including high level electric and natural gas utility consumption information (by city, by residential and non-residential sectors) and other publicly available demographic information. This study quantified 2010 GHG production and provided benchmarks for GHG production by demographic criteria.

The study was completed in June of 2013 and distributed to the Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC) for promotion to local jurisdictions as a Climate Action Planning tool. However, it was limited in the level of detail of data made available by the utilities.

Using City of Los Angeles (City) ARRA funding, the City contracted with UCLA to develop the "Mid-Century Warming in the Los Angeles Region" report, which is the first study to provide specific climate change predictions for the southern California region, with unique predictions down to the neighborhood level. The report, the most sophisticated regional climate study ever developed, was also promoted by the LARC as a tool for climate adaptation planning for all interested parties.

Under the SoCalREN program scope of work, \$800,000 has been budgeted to continue the Climate Action and Climate Adaptation efforts initiated by the County and City ARRA grants and managed by the LARC. Development of the Web-Based Energy Atlas by UCLA will leverage these efforts and other work accomplished by UCLA.

JUSTIFICATION FOR SOLE SOURCE AGREEMENT WITH UCLA

A sole source agreement with UCLA for the planning, development, implementation and promotion of the Web-Based Energy Atlas is required for the following reasons:

1. UCLA has acquired individual meter consumption data for customers of Southern California Edison (SCE), Southern California Gas Company (SCG), the Los Angeles Department of Water & Power (LADWP) and other municipal utilities in the County. No other entity has acquired the access to such comprehensive energy consumption data.
2. UCLA has negotiated and executed a Non-Disclosure Agreement (NDA) with the CPUC that limits use and distribution of the data and how customer confidentiality will be maintained through development of any reports. UCLA has executed similar NDAs with the other municipal utilities.
3. Under a California Energy Commission (CEC) Public Interest Energy Research grant, UCLA has developed modeling which predicts the GHG production and inventories of cities and regions which utilizes publicly available data from county assessor databases (i.e., building age, size, construction, etc), parcel databases (i.e., zoning use), census databases and others. This modeling predicts GHG production based on building characteristics and transportation patterns.

4. Using actual building/account consumption data and past modeling techniques, UCLA will generate the following outcomes for the Web-Based Energy Atlas:
 - a. GHG and energy consumption trends (for 2005-2012)
 - b. Breakdown of GHG and energy consumption by multiple building types
 - c. Breakdown of GHG and energy consumption by industry type
 - d. GHG and energy consumption patterns within individual building and industry types
 - e. GHG and energy consumption per capita, by building square footage
 - f. Other statistics and information deemed necessary to inform Climate Action Plans
 - g. A web-based platform that allows for jurisdictional or regional "mapping" of energy use intensity, consumption and other energy and GHG metrics
 - h. A compilation of energy efficiency and Climate Action Plan best practices which support coordinated, regional Climate Action Planning

NEXT STEPS

In accordance with your Board's policy, we will proceed to enter into negotiations with UCLA unless we hear to the contrary from your offices. We anticipate bringing a negotiated Agreement with UCLA to your Board for authorization for ISD to execute in October 2013.

If you have questions, please contact me at (323) 267-2103, or your staff may contact Howard Choy, General Manager County Office of Sustainability, at (323) 204-6134.

JJ:HW:dm

c: Chief Executive Officer
Deputy CEO
Executive Office, Board of Supervisors
ISD Board Deputies